



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Agenda

Regular Meeting, September 26, 2019 – 4:00 p.m.
227 W. JEFFERSON BLVD., 1300 SOUTH BEND, INDIANA

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, September 12, 2019

3. Approval of Claims

A. Claims Submitted September 26, 2019

4. Old Business

5. New Business

*Privilege of the floor after each item

A. River West Development Area

1. Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion) –D2
2. Resolution No. 3503 (Declaring Certain Properties Blighted) - D2
3. Third Amendment (Ziker) – D2
4. First Amendment to Development Agreement (Bald Mountain, LLC) – D2
5. Real Estate Purchase Agreement (Masterbilt Inc)
6. Budget Request (Olive GAC Plant Construction) - D2

B. River East Development Area

1. Budget Request (Lift Station) – D4

C. Other

1. MOU (South Shore Line) - All
2. Resolution No. 3502 (South Shore Line) - All
3. Resolution No. 3491 (Setting Public Hearing for 2020 TIF Appropriations) - All

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, October 10, 2019, 4:00 p.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



South Bend
Redevelopment Commission
227 West Jefferson Boulevard, Room 1308, South Bend, IN

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

September 12, 2019

4:00 p.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 4:24 p.m.

1. ROLL CALL

Members Present:	Marcia Jones, President	
	Don Inks, Vice-President	
	Gavin Ferlic, Commissioner	
	Leslie Wesley, Commissioner	
Members Absent:	Quentin Phillips, Secretary	
	Todd Monk, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq.	
Redevelopment Staff:	David Relos, RDC Staff	
	Mary Brazinsky, Board Secretary	
Others Present:	Daniel Buckenmeyer	DCI
	Pam Meyer	DCI
	Amanda Pietsch	DCI
	Alkenya Aldridge	DCI
	Tony Sergio	DCI
	Kyle Silveus	Engineering
	Zach Hurst	Engineering
	Charlotte Brach	Engineering
	Benjamin Vanderveen	51241 Old Cottage Dr.
	Jay Vanderveen	51241 Old Cottage Dr.
	Monica Murphy	WNDU

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, August 22, 2019

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, August 22, 2019.

3. Approval of Claims

A. Claims Submitted September 12, 2019

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims September 12, 2019 for approval and ratify			
324 RIVER WEST DEVELOPMENT AREA			
Environmental Glass Inc.	153,728.34	Liberty Tower Exterior Renovations - Division C	
Transpo	100,000.00	Semi-Annual Pymt for Main and Colfax Garage Lease	
Aecom	43,180.53	South Shoreline Station Alternatives Study	
CBS Service, LLC	190,900.00	Berlin Place No. 2 Electrical, Mechanical & Plumbing	
Selge Construction Co., Inc.		Lincoln Way West & Charles Martin Sr. Dr. Improvements	22,570.00
Indiana Earth, inc.		Western Ave Streetscape - Phase III	312,428.92
422 WEST WASHINGTON DEVELOPMENT AREA			
Paul's Welding, Inc.	62,939.00	Gemini at Washington-Cofax apartment Masonry & Stair Repairs	
429 FUND RIVER EAST DEVELOPMENT TIF			
Precision Wall Systems	40,704.64	Three Twenty at The Cascade - Glazed Assemblies	
Skyline Plastering, Inc.	28,075.00	Three Twenty at The Cascade - Exterior Insulation & Finish System	
Ritschard Bros., Bros, Inc	2,674.35	Three Twenty at The Cascade - Site Utilities (Sanitary	
Northern Indiana Construction Co., Inc.	47,294.10	East Bank Sinhole Repairs	
452 TIF PARK BOND CAPITAL			
Smithgroup, Inc.	68,088.06	Seiltz Park Preim & Final Eng.	
Total	737,584.02		334,998.92
Total Both Columns	1,072,582.94		

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved the claims submitted on Thursday, September 12, 2019.

4. Old Business

5. New Business

A. River West Development Area

1. Waiver and Release of Conditions (333 Western Associates LLC)

Mr. Buckenmeyer presented a Waiver and Release of Conditions (333 Western Associates LLC). When the building was sold to Cressy, a deed restriction was recorded requiring a minimum investment to improve the building. This Release will allow the building to be sold to a new owner, and we are confident that the new ownership will go above the limits we had put on the building. Commission approval is requested.

President Jones opened the floor for public comment. No public comment was made. The floor was closed to public comment.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved the Waiver and Release of Conditions (333 Western Associates LLC) submitted on Thursday, September 12, 2019.

- 2. Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion)**
Mr. Relos asked to table the Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion) as the agreement has not yet been signed by the owner.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved to table the Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion) submitted on Thursday, September 12, 2019.

- 3. Budget Request (Weather Amnesty)**

Ms. Amanda Pietsch, Director, Redevelopment Finance presented a Budget Request (Weather Amnesty). This is a request of \$305,000 to fund the 2019 / 2020 weather amnesty program. This will be funded from the 433 Redevelopment General Fund using Pokagon dollars. It is intended to start the program November 1, 2019 through March 31, 2020. Contingent on building repairs, the building may be able to open October 15, 2019. If the weather indicates the need the program could run through April 30, 2020. This year both 510 South Main Street (former Salvation Army building) and Center for the Homeless will be funded. Commission approval is requested.

President Jones opened the floor for public comment. No public comment was made. The floor was closed to public comment.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved the Budget Request (Weather Amnesty) submitted on Thursday, September 12, 2019

B. Other

- 1. Budget Request (Pokagon Fund)**

Ms. Alkenya Aldridge, Director, Engagement & Economic Empowerment presented a Budget Request (Pokagon Fund). This budget request is for \$50,000 for two initiatives.

The first request in the amount of \$30,000 is for St. Mary's College Women's Entrepreneurship Initiative, also known as SPARK. In prior years this program has been on campus. We are looking to deliver SPARK in a small, targeted area of the City. The women that go through this process are under resourced. The program will help these women understand not only business ownership but property ownership. It is intended to run this pilot program for a minimum of five

South Bend Redevelopment Commission Regular Meeting – September 12, 2019

years, to develop a steady pipeline of small businesses and a robust entrepreneurial ecosystem.

The second request in the amount of \$20,000 is for the Incremental Development Alliance, Inc. The Alliance aims to train under capacity neighborhood-based organizations and individuals how to develop small buildings, often owner occupied or owner adjacent. Commission approval is requested.

President Jones opened the floor for public comment. No public comment was made. The floor was closed to public comment.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Budget Request (Pokagon Fund) submitted on Thursday, September 12, 2019.

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, September 26, 2019, 4:00 p.m.

8. Adjournment

Thursday, September 12, 2019, 4:33 p.m.

David Relos, Property Development Manager

Marcia Jones, President

REDEVELOPMENT COMMISSION
 Redevelopment Commission Claims September 26, 2019 for approval

	Claims submitted	Explanation of Project
324 RIVER WEST DEVELOPMENT AREA		
Mulder Waterproofing and Sealants, Inc	282,102.50	Michigan St. Pavement Replacement
Indiana Earth, Inc.	312,428.92	Western Ave Streetscape Ph III
Epoch	11,680.00	Technology Resource Center
Office Interiors	77,800.00	Fixtures, Furnishings and Equipment for Technology Resource Center
Selge Construction Co., Inc.	22,570.00	Lincoln Way West & Charles Martin Sr. Dr. Improvements
Baker Tilly Municipal Advisors	19,500.00	Analytical Services for the Proposed TIF Areas
Botkin & Hall, LLP	60.00	Ignition Park
Jones Petrie Rafinski	1,258.75	Wayfinding Signage Program Ph I
Niezgodski Plumbing, Inc.	22,601.95	Lafayette Building Drain
Majority Building, Inc.	174,736.62	Technology Resource Center @ Catalyst 2
Environmental Glass Inc.	93,676.18	Liberty Tower Exterior Renovations Division C
Troyer Group	616.00	Brick Pavement
United Consulting	1,478.00	Coal Line Trail PH I & II
429 FUND RIVER EAST DEVELOPMENT TIF		
Baker Tilly Municipal Advisors	9,750.00	Analytical Services for the Proposed TIF Areas
430 FUND SOUTH SIDE TIF AREA #1		
Baker Tilly Municipal Advisors	9,750.00	Analytical Services for the Proposed TIF Areas
Walsh & Kelly, Inc.	26,613.82	St. Joseph Streetscape
439 FUND CERTIFIED TECHNOLOGY PARK		
Majority Building, Inc.	153,076.49	Technology Resource Center @ Catalyst 2
Total	1,219,699.23	



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: September 26, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Third Amendment to Agreement to Buy and Sell Real Estate (618 W. Marion)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

This Third Amendment to Agreement to Buy and Sell Real Estate (Amendment) is to extend the closing on 618 W. Marion through October 31, with an expected closing date of October 28.

This property is in a key redevelopment target area at Charles Martin Dr. and LWW, and is the last property in this block needing to be acquired.

Staff requests approval of this Amendment, to allow for the eventual acquisition of this property.

INTERNAL USE ONLY: Project Code: _____ N/A _____ ;

Total Amount new/change (inc/dec) in budget: _____ ; Breakdown:

Costs: Demolition Amt: _____ ; Other Prof Serv Amt _____ ;

Acquisition of Land/Bldg (circle one) Amt: _____ ; Street Const Amt _____ ;

Building Imp Amt _____ ; Sewers Amt _____ ; Other (specify) Amt: _____

_____ Going to BPW for Contracting? **N**

Is this item ready to encumber now? _____ Existing PO# _____ Inc/Dec \$ _____

THIRD AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE

This Third Amendment to Agreement to Buy and Sell Real Estate (this “Third Amendment”) is made effective as of September 12, 2019 (the “Effective Date”), by and between James B. Williams, Jr., and Doris E. Williams (the “Sellers”) and the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer and Sellers entered into that certain Agreement to Buy and Sell Real Estate, dated March 14, 2019, as amended by a First Amendment to Agreement to Buy and Sell Real Estate, dated May 9, 2019, and a Second Amendment to Agreement to Buy and Sell Real Estate, dated June 27, 2019 (collectively, the “Agreement”), for the purchase and sale of the Property (as defined in the Agreement) located in the City of South Bend.

B. Sellers have requested an additional extension of the Closing date due to unforeseen circumstances.

C. The Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Third Amendment and the Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. In Section 7.A. of the Agreement, the phrase “one hundred five (105) days” shall be deleted and replaced with “two hundred thirty-one (231) days.”

2. Unless expressly modified by this Third Amendment, the terms and provisions of the Agreement remain in full force and effect.

3. Capitalized terms used in this Third Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Third Amendment to Agreement to Buy and Sell Real Estate to be effective on the Effective Date stated above.

BUYER:

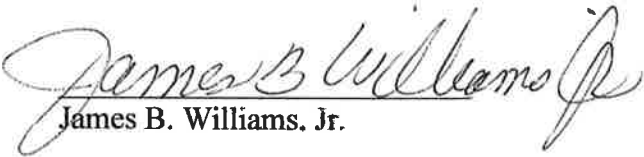
South Bend
Redevelopment Commission


Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

SELLERS:


James B. Williams, Jr.


Doris E. Williams

RESOLUTION NO. 3503

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
DECLARING CERTAIN PROPERTIES TO BE BLIGHTED AND
IN NEED OF REDEVELOPMENT**

WHEREAS, the South Bend Redevelopment Commission (“Commission”), the governing body of the South Bend, Indiana, Department of Redevelopment (“Department”), exists and operates under the provisions of I.C. 36-7-14, as amended from time to time; and

WHEREAS, the Commission previously designated and declared certain areas in the City of South Bend (the “City”) to be blighted and in need of redevelopment, including the River West Development Area (“River West”); and

WHEREAS, pursuant to I.C. 36-7-4-19.5, the Commission may acquire property within the City that it determines is blighted, unsafe, abandoned, foreclosed, or structurally damaged from a willing seller and with a purchase price of not more than Twenty-Five Thousand Dollars (\$25,000), so long as the Commission has the funds to do so; and

WHEREAS, the Department staff has identified certain properties located within River West that they believe to be blighted, unsafe, and/or abandoned and for the purchase of which they would like to negotiate, which properties and their descriptions are set forth on **Exhibit A** (the “Properties”); and

WHEREAS, the Department staff desires the Commission to declare the Properties to be blighted, unsafe, and/or abandoned and to allow the Department staff to negotiate with the owners for the purchase of the Properties by the Commission each at a price less than Twenty-Five Thousand Dollars (\$25,000).

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The Commission has reviewed Exhibit A and determines and declares that the Properties as set forth thereon are blighted, unsafe, or abandoned and in need of redevelopment.
2. The Commission hereby authorizes David Relos or Andrew Netter of the City’s Department of Community Investment to negotiate with the owner of the Properties for the City’s acquisition thereof at a purchase price of less than Twenty-Five Thousand Dollars (\$25,000) each.
3. This Resolution shall be in full force and effect upon its adoption.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on September 26, 2019, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

EXHIBIT A

Properties to Be Acquired

Tax ID: 018-1040-1735
Address: 1205 W. Colfax Ave., South Bend, IN 46616
Legal Desc. E 51.48' Lot 42a Rockafellers 2nd Addition to the City Of South Bend 1st
Replat 04-05 New Replat Tr 2495 5-2-03

Tax ID: 018-1040-1733
Address: 1215 W. Colfax Ave., South Bend, IN 46616
Legal Desc. W67.96' Lot 42a Rockafellers 2nd Addition to the City Of South Bend 1st
Replat 04-05 New Replat Tr 2495 5-2-03

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment To Development Agreement (this “Third Amendment”) is effective as of September 26, 2019 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Ziker Sample Street, LLC, an Indiana limited liability company (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement dated November 20, 2017, as amended on May 24, 2018 by a First Amendment to Development Agreement, and amended further on April 25, 2019 by a Second Amendment to Development Agreement (together, the “Development Agreement”) concerning the Developer’s undertaking of the Project; and

B. The Commission agreed to expend an amount not to exceed Two Hundred Thousand Dollars (\$200,000) of tax increment finance revenues solely for the replacement of the Developer Property's roof (the "Roof Replacement"); and

C. In accordance with Section 5.2(c) of the Development Agreement, bids were received for the Roof Replacement by the City of South Bend Board of Public Works (the "Board"), as the Commission agent, and the lowest responsive bid from a responsible bidder exceeded the Dedicated Funds; and

D. On September 24, 2019, the Board awarded the contract to the winning bidder (the "LPI Contract") subject to an increase in the Dedicated Funds by Thirty-Five Thousand One Hundred Dollars (\$35,100) (the "Funding Amount Increase"); and

E. In consideration of the Commission's willingness to approve the Funding Amount Increase and thereby permit the Board's award of the LPI Contract, the Developer has agreed to pay the Funding Amount Increase in the manner set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in the Development Agreement and this Third Amendment, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.3 of the Development Agreement shall be deleted in its entirety and replaced with the following:

Funding Amount. “Funding Amount” means an amount not to exceed Three Hundred Thirty-Five Thousand One Hundred Dollars (\$335,100) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements, specifically as set forth on **Exhibit C**.

2. The Developer shall pay the Funding Amount Increase to the Commission in certified or immediately available funds no later than five (5) days after the date hereof, upon the confirmed receipt of which, the Commission will authorize the Board to enter into the LPI Contract.

The Funding Amount Increase will be applied at the appropriate time to the LPI Contract in accordance with the Board's ordinary payment practices and applicable law. Further, the Developer hereby expressly reaffirms its obligation under Section 5.2(e) of the Development Agreement to pay all costs of completing the LPI, including any necessary change orders to the LPI Contract, in excess of the Funding Amount, as such amount is hereby amended. The Developer hereby acknowledges that the Developer or the Developer's designee may inspect the LPI upon completion and hereby expressly reaffirms its obligations under Section 5.2(e) of the Development Agreement to pay all costs of inspecting the LPI.

3. Paragraph C of Exhibit C of the Development Agreement shall be deleted in its entirety and replaced with the following:

C. Two Hundred Thirty-Five Thousand One Hundred Dollars (\$235,100) of the Funding Amount (“Dedicated Funds”) shall be dedicated to the replacement of the Developer Property’s roof. The Dedicated Funds shall not be used to pay for any other Local Public Improvements related to the Project.

4. The Parties hereby expressly reaffirm their obligations under the Development Agreement, and, unless expressly modified by this Third Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

5. Capitalized terms used in this Third Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

6. This Third Amendment will be governed and construed in accordance with the laws of the State of Indiana.

6. This Third Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

IN WITNESS WHEREOF, the Parties hereby execute this Third Amendment to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

ZIKER SAMPLE STREET, LLC

Marcia I. Jones, President

David Ziker, Sole Member
Dated:

ATTEST:

Quentin Phillips, Secretary

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made on September 26, 2019, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Bald Mountain, LLC, an Indiana limited liability company (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement dated effective January 24, 2019 (the “Development Agreement”), for the development of a Project in the River West Development Area.

B. The Commission agreed to expend an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) of tax increment finance revenues to complete the Local Public Improvements (“LPI”) in support of the Project in accordance with the Project Plan.

C. In accordance with Section 5.2(d) of the Development Agreement, bids were received and a contract awarded for the LPI by the City of South Bend Board of Public Works, as the Commission’s agent.

D. During the course of performing the contract for the LPI, the Commission's LPI contractor uncovered existing foundations, which required the Developer's architect to adjust the overall building plans.

E. The City has agreed to pay a portion of the costs of the adjustment to the overall building plans, thereby requiring an increase in the Funding Amount of Ten Thousand Dollars (\$10,000) (the “Funding Amount Increase”).

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in the Development Agreement and this First Amendment, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.3 shall be deleted in its entirety and replaced with the following:

1.3 Funding Amount. "Funding Amount" means an amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

2. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

3. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

4. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.

5. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

6. This First Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Development Agreement as of the first date stated above.

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Quentin Phillips, Secretary

DEVELOPER:

BALD MOUNTAIN, LLC

By: _____
E. Lewis Hansell, Manager

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made on September 26, 2019 (the “Contract Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Masterbilt Incorporated, an Indiana corporation with its registered office at 325 S Walnut Street, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the “Act”).

B. In furtherance of its purposes under the Act, Seller owns certain real property located in South Bend, Indiana (the “City”), and more particularly described in attached **Exhibit A** (the “Property”).

C. Pursuant to the Act, Seller adopted its Resolution No. 3322 on January 14, 2016, whereby Seller established an offering price of Nineteen Thousand Two Hundred Fifty Dollars (\$19,250.00) per acre for the Property.

D. Pursuant to the Act, on January 14, 2016, Seller authorized the publication, on January 22, 2016 and January 29, 2016, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before 9:00 a.m. on February 11, 2016.

E. Seller received no bids for the Property on February 11, 2016, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. OFFER AND ACCEPTANCE

A copy of this Agreement, signed by Buyer, constitutes Buyer’s offer to purchase the Property on the terms stated in this Agreement and shall be delivered to Seller, in care of the following representative (“Seller’s Representative”):

Daniel Buckenmeyer, Director of Economic Resources and Business Development
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

Robert Michalak, President
Masterbilt Incorporated
325 South Walnut Street
South Bend, Indiana 46601

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be Thirty Thousand Dollars (\$30,000.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. Within five (5) business days after the Contract Date, Buyer will deliver to Seller the sum of Three Thousand Dollars (\$3,000.00), which Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Seller will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

C. Termination During Due Diligence Period. If Buyer exercises its right to terminate this Agreement by written notice to Seller in accordance with Section 3 below, the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to exercise its right to terminate this Agreement by written notice to Seller within the Due Diligence Period, then the Earnest Money Deposit shall become non-refundable.

D. Liquidated Damages. If Seller complies with its obligations hereunder and Buyer, not having terminated this Agreement during the Due Diligence Period in accordance with Section 3 below, fails to purchase the Property on or before the Closing Date, the Earnest Money Deposit shall be forfeited by Buyer and retained by Seller as liquidated damages in lieu of any other damages.

3. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to use the Property for a consolidated manufacturing facility and headquarters (the "Buyer's Use"). Seller acknowledges that Buyer's determination whether Buyer's Use is feasible requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of sixty (60) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the “Due Diligence Period”).

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000.00), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which reduces the value thereof and Buyer may not conduct any invasive testing at the Property without Seller’s express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer’s agents or representatives; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer’s anticipated use of the Property. If Seller’s written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller’s prior review and written approval.

D. Environmental Site Assessment. Buyer may, at Buyer’s sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in this Section 3.

E. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller’s Representative, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

4. SELLER’S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer’s request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller’s possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller’s Representative with or without a written request by Seller.

5. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 7 below).

6. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days after the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and all costs of the Title Commitment and owner's policy.

7. REVIEW OF TITLE COMMITMENT AND SURVEY

Within twenty (20) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within twenty (20) days after Buyer's receipt of the Survey, Buyer shall give Seller written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period, in which case the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

8. DISPUTE RESOLUTION

A. Forum. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

(ii) Possession of the Property shall be delivered to the Buyer at Closing, in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

C. Conditions Precedent to Closing. Unless waived by the Parties before or at Closing, Seller shall have no obligation to complete the transaction contemplated in this Agreement unless, before the Closing Date, Seller has received and the City's Planning Department has approved, in its sole discretion, Buyer's design, plans, and specifications for lot improvements and landscaping on the Property consistent with City standards (Buyer's "Lot Improvements"), which Lot Improvements will cost no less than One Million Two Hundred Thousand Dollars (\$1,200,000.00).

Notwithstanding any provision of this Agreement to the contrary, in the event this transaction is not completed due to the failure of one or more of the foregoing conditions, Seller shall have no liability for any of Buyer's losses, damages, costs, or expenses of any kind, including attorney fees, incurred in connection with its proposed acquisition of the Property under this Agreement, except for the return of the Earnest Money Deposit, if appropriate in accordance with the terms of this Agreement.

D. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

11. BUYER'S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Property Improvements; Proof of Investment. Within Twenty-Four (24) months after the Closing Date, Buyer will expend an amount not less than One Million Two Hundred Thousand Dollars (\$1,200,000.00) to redevelop the Property to allow Buyer's Use thereof ("Property Improvements"). Promptly upon completing the Property Improvements, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving the above required expenditures and will permit Seller (or its designee) to inspect the Property to ensure that Buyer's Property Improvements were completed satisfactorily.

B. Certificate of Completion. Promptly after Buyer completes the Property Improvements and satisfactorily proves the same in accordance with the terms of Section 11.A. above, Seller will issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

C. Remedies Upon Default. In the event Buyer fails to complete the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 11.A. above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to:

- (i) re-enter and take possession of the Property and to terminate and revest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer; or, alternatively,
- (ii) recover from Buyer a cash payment in an amount equal to the Appraised Value of the Property, due to Seller immediately upon demand by Buyer.

The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent set forth in the foregoing sentence. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

12. ACCEPTANCE OF PROPERTY AS-IS

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement will be construed to constitute such a representation or warranty as to condition or fitness.

13. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

14. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

15. COMMISSIONS

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold harmless one another from any claim for commissions in connection with the transaction contemplated in this Agreement.

16. INTERPRETATION; APPLICABLE LAW

Both Parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities in this Agreement be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

17. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

18. WAIVER

Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

19. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

20. FURTHER ASSURANCES

The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

21. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements, whether written or oral, between Seller and Buyer concerning the transaction contemplated in this Agreement.

22. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

23. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

24. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

25. TIME

Time is of the essence of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Contract Date stated above.

BUYER:

Masterbilt Incorporated,
an Indiana corporation

Robert Michalak, President
Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

EXHIBIT A

Description of Property

Lot One of the Kemble Street and Indiana Avenue Minor Subdivision, being a part of the Northeast Quarter of Section 14, Township 37 North, Range 2 East, City of South Bend, Portage Township, St. Joseph County, Indiana, recorded as Document No. 2019-11131 on May 20, 2019 in the Office of the Recorder of St. Joseph County, Indiana, subject to all legal rights-of-way, easements, and restrictions of record.

Parcel Key No. 018-8024-0972

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-8024-0972

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to Masterbilt Incorporated, an Indiana corporation with its registered office at 325 South Walnut Street, South Bend, Indiana 46601 (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Lot One of the Kemble Street and Indiana Avenue Minor Subdivision, being a part of the Northeast Quarter of Section 14, Township 37 North, Range 2 East, City of South Bend, Portage Township, St. Joseph County, Indiana, recorded as Document No. 2019-11131 on May 20, 2019 in the Office of the Recorder of St. Joseph County, Indiana, subject to all legal rights-of-way, easements, and restrictions of record.

Parcel Key No. 018-8024-0972

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's development area plan, and any design review guidelines associated therewith.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

Pursuant to Section 11 of the Purchase Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 11 of the Purchase Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Quentin Phillips, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2019.

Mary C. Brazinsky, Notary Public
Residing in St. Joseph County, Indiana
Commission Expires: December 12, 2024

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Sandra L. Kennedy.

This instrument was prepared by Sandra L. Kennedy, Assistant City Attorney, City of South Bend Department of Law, 1200S County-City Building, 227 W Jefferson Blvd., South Bend, Indiana 46601.



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: September 24, 2019
FROM: Kara Boyles, City Engineer
SUBJECT: Budget Increase Request – Olive GAC WTP

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: Budget increase of \$500K for construction of the Olive WTP Improvements for a total of \$1,536,000.

Specifics: The Board of Public Works recently opened bids for the Olive WTP Improvements. Bowen Engineering Corporation submitted the only bid for \$1,796,470, which is approximately \$500K over the engineer’s estimate. Engineering has worked with the bidder to value engineer numerous elements of work, reducing the contract cost by ~\$500K, bringing the new contract amount closer to \$1.2M.

Please consider this budget request for an additional \$500K in order to award this project to Bowen Engineering Corporation. This project is a critical project for providing clean drinking water to the City’s central pressure zone. It is also beneficial to keep this project moving forward in order to schedule shut down of the plant for construction within lower demand periods of water usage over the winter months.

History: This project involves the rehabilitation of Olive GAC plant. The project includes upgrades to chlorination and the fluoride system. The natural gas heating unit is also to be replaced. This request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This project was listed as a critical project, and identified in the Indiana Utility Regulatory Commission (IURC) testimony as projects to be funded with TIF in 2018.

INTERNAL USE ONLY: Project Code: 18J009 _____ ;
Total Amount new/change (inc/dec) in budget: \$500K _____ ; Break down:
Costs: Engineering Amt: \$310K _____ ; Other Prof Serv Amt _____ ;
Acquisition of Land/Bldg (circle one) Amt: _____ ; Street Const Amt _____ ;
Building Imp Amt \$1,226,000 _____ ; Sewers Amt _____ ; Other (specify) Amt: _____
_____. Going to BPW for Contracting? Y/N
Is this item ready to encumber now? yes Existing PO# _____ Inc/Dec \$ _____



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 9/20/2019

FROM: Zach Hurst, PE

SUBJECT: Budget Request

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: This request is for \$60,000 to augment and finalize a report analyzing the East Race sewer system serving the areas in between the East Race and the St. Joseph River. The report was started in 2018 knowing that the existing sewage lift station at the southeast corner of the Colfax bridge over the River (photos attached) would need to be upgraded in advance of pending developments in the area (specifically the Commerce Center and the 2nd phase of the Cascades project). This revision will also explore aesthetic improvements at the lift station to better accommodate a future pedestrian crossing at the location.

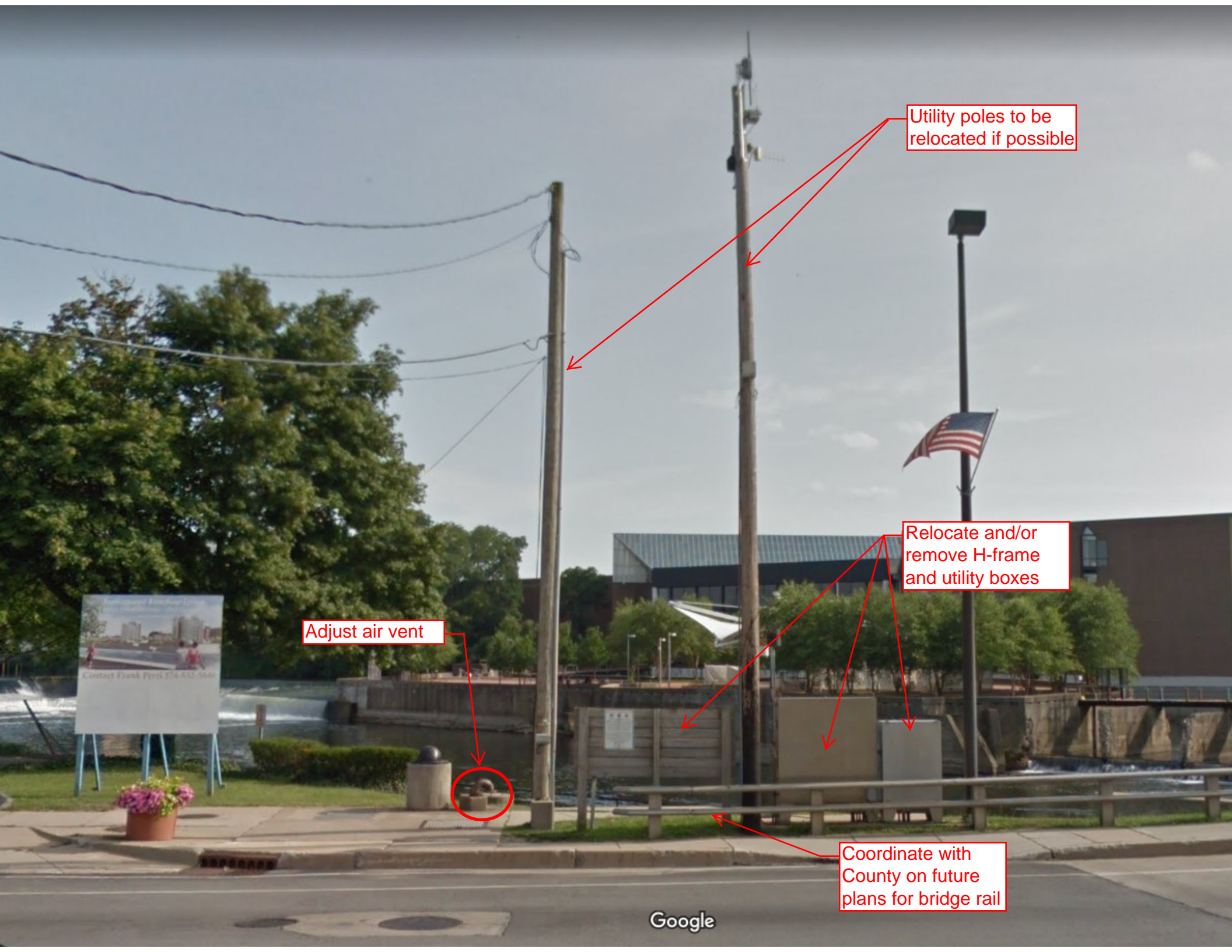
Since the completion of the draft report, the City has obtained more precise usages from both development projects, requiring re-analysis and update of the original report. Upon completion of the report, the same consultant will produce Plans and Specifications to be bid out publicly in 2020 for the rehabilitation of the lift station. Of this budget request, approximately \$40,000 will be utilized preparing these construction documents.

Specifics: Aerial and elevation photos of the existing lift station are attached. Updating of the report would begin immediately and preparation of Plans and Specifications would take place over the coming winter. IDEM permits for construction would be concurrently procured to allow for construction during the summer and fall of 2020.

INTERNAL USE ONLY: Project Code: _____;
Total Amount new/change (inc/dec) in budget: _____; Break down:
Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____. Going to BPW for Contracting? Y/N
Is this item ready to encumber now? ___ Existing PO# _____ Inc/Dec \$ _____

Aerial View of East Race area served by Colfax Lift Station





Utility poles to be relocated if possible

Adjust air vent

Relocate and/or remove H-frame and utility boxes

Coordinate with County on future plans for bridge rail

MEMORANDUM OF UNDERSTANDING BETWEEN THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS, THE CITY OF SOUTH BEND, INDIANA, AND THE SOUTH BEND REDEVELOPMENT COMMISSION REGARDING THE SOUTH SHORE LINE

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 2019, by and between the St. Joseph County Board of Commissioners (the “County”), the City of South Bend, Indiana (the “City”), and the South Bend Redevelopment Commission (the “Commission”).

WHEREAS, the South Shore Line, which carries commuters between South Bend and Chicago, has been approved for significant funding for major improvements over the next several years; and

WHEREAS, various improvements are planned for the South Shore Line, including extension of the railroad by nine miles from Hammond to Dyer, adding a second track between Gary and Michigan City as well as moving the street-running tracks in Michigan City, constructing a new station location within the corporate boundaries of the City of South Bend (the “Station”), the purchase of new rail cars, and the completion of a federally-mandated safety project named Positive Train Control; and

WHEREAS, the Common Council of the City of South Bend, Indiana issued Resolution No. 4609-16 in support of the proposed project believing it to be in the “best interests of the City of South Bend, Indiana to positively move the transportation advancements forward”; and

WHEREAS, the State of Indiana has mandated that St. Joseph County, Indiana provide \$18.25 million in matching funds (the “Matching Fund Amount”) before the State will provide significant funds to proceed with any of the proposed improvements to the South Shore Line; and

WHEREAS, as the City of South Bend will derive economic benefit from an improved South Shore Line, the City has agreed to assist the County by raising fifty percent (50%) of the Matching Fund Amount, not to exceed \$9.125 million (the "City's Contribution Amount").

NOW, THEREFORE, the parties hereby agree as follows:

1. Objectives. The County and the City shall cooperate in good faith with the purpose of making improvements that would shorten the South Shore Line travel time from South Bend to Chicago and toward determining a mutually agreeable site for the Station.

2. Responsibilities. The County agrees to utilize bonds, the type of which shall be determined by the County in its sole discretion, to provide financing of fifty percent (50%) of the Matching Fund Amount (the "County's Contribution Amount"). The County shall be solely responsible for all costs and expenses, including but not limited to interest and fees, related to the funding of the County's Contribution Amount. The City agrees to pursue bonds, the type of which shall be determined by the City and the Commission in their sole discretion, to fund the City's Contribution Amount. The City and the Commission shall be solely responsible for all costs and expenses, including but not limited to interest and fees, related to the City's Contribution Amount. In exchange for the City's agreement to provide the City's Contribution Amount, the County shall provide funding for the Station in an amount at least equal to \$9.125 million.

The County agrees that the County's Contribution Amount shall be expended in its entirety before the City's Contribution Amount will be spent, regardless of the terms of any third-party agreements made or the requirements of any understandings between the County and any other entity, including but not limited to the State of Indiana, the Indiana Finance Authority, or the Northern Indiana Commuter Transportation District. Further, in the event that the double

tracking project contemplated herein does not move forward with federal funding and the County receives a refund of amounts paid toward the Matching Fund Amount, the County shall repay to the City an amount equal to the refund amount up to City's Contribution Amount.

At such time as the selection of a site for the Station is contemplated to occur, the City and the County shall determine a mutually agreeable site for the Station. Notwithstanding the foregoing, or anything herein to the contrary, the City shall not be obligated to provide the City's Contribution Amount or any amounts toward the Station unless a separate agreement is executed with the Northern Indiana Commuter Transportation District for the maintenance of a full-service station stop for the South Shore Line within the corporate boundaries of the City or the west side of the South Bend International Airport for a time period of no less than twenty (20) years. Further, the City shall not be obligated to fund any amount toward the Station if it is not located at a site to which the City agrees.

3. Term. This MOU is valid for six (6) years starting on the date that it is executed last by the County, City, or Commission; however, the parties agree that the County's funding obligation set forth above for the Station shall survive the termination of this MOU. It may also be extended by mutual written agreement of the parties involved.

4. Records. The parties shall retain all of their records relating to this MOU for a period of three (3) years following expiration or termination of the MOU, or following resolution of a dispute under this MOU, whichever occurs later.

5. Notices. Any notice required or permitted to be given by either the County or the City pursuant to the terms of this MOU shall be in writing and shall be deemed given when delivered personally or deposited in the U.S. mail, first class with postage prepaid, and addressed to the parties as follows:

If to the County: Andrew Kostielney, President
St. Joseph County Board of Commissioners
7th Floor
227 W. Jefferson Blvd.
South Bend, IN 46601

With copy to: Jamie C. Woods, Esq.
County Attorney
Thorne • Grodnik, LLP
P.O. Box 1210
Mishawaka, IN 46546-1210

If to the City: Mayor of South Bend, Indiana
227 W Jefferson Blvd. Ste. 1400 N
South Bend, IN 46601

and

City of South Bend
Department of Community Investment
227 W. Jefferson Blvd., Ste. 1400 S
South Bend, IN 46601
Attn: Executive Director

With a copy to:

South Bend Legal Department
227 W. Jefferson Blvd., Ste. 1200 S
South Bend, IN 46601
Attn: Corporation Counsel

6. Miscellaneous.

(a) All parties agree by signing this MOU that they have the necessary authority to enter into this MOU.

(b) This MOU is solely for the benefit of the parties hereto and gives no right to any other party.

(c) Nothing in this MOU is intended or will be deemed to create a partnership or joint venture between the parties.

(d) Neither party may assign, transfer, pledge or make other disposition of this MOU.

(e) Any waiver by a party of a breach of a provision of this MOU will not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this MOU. A failure by a party to insist upon strict adherence to any term of this MOU on one or more occasions will not be considered a waiver or deprive that part of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the party against whom enforcement is sought.

(f) This MOU shall be construed in accordance with the laws of the State of Indiana. In the event of a dispute, controversy or claim arising out of or relating to this MOU or to any agreement(s) concluded pursuant to this MOU, the parties will use reasonable efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date a party has notified the other of the nature of the dispute and of the measures that should be taken to rectify it shall be resolved by litigation in the Circuit or Superior Courts of St. Joseph County, Indiana.

(g) If any one or more of the provisions of this MOU shall be held invalid, illegal, or unenforceable, the validity and enforceability of all other provisions of this MOU shall not be affected.

(h) This MOU is the complete agreement between the St. Joseph County Board of Commissioners, the City of South Bend, Indiana, and the South Bend Redevelopment Commission, and supersedes all prior agreements, arrangements and understandings with respect

to the transactions provided for herein, including, but not limited to, the Memorandum of Understanding Between the St. Joseph County Board of Commissioners and the South Bend Redevelopment Commission dated June 20, 2017, which shall be deemed terminated as of the date set forth above. No representation, promise, inducement, or statement of intention has been made by or on behalf of any party hereto that is not set forth in this MOU. This MOU may be amended only by written agreement signed by each of the parties involved.

(i) This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Signature Page Follows

LEASE AGREEMENT

between

SOUTH BEND REDEVELOPMENT AUTHORITY

LESSOR

and

SOUTH BEND
REDEVELOPMENT COMMISSION

LESSEE

Dated as of October 1, 2019

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 1st day of October, 2019, by and between the SOUTH BEND REDEVELOPMENT AUTHORITY (the “Lessor”), a separate body corporate and politic organized and existing under the provisions of I.C. 36-7-14.5 as an instrumentality of the City of South Bend, Indiana (the “City”), and the CITY OF SOUTH BEND REDEVELOPMENT COMMISSION (the “Lessee”), the governing body of the City of South Bend, Department of Redevelopment, acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of I.C. 36-7-14, I.C. 36-7-14.5 and I.C. 36-7-25 (collectively, the “Act”), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment and economic development projects; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act; and

WHEREAS, the Lessee is the governing body of the South Bend Department of Redevelopment and the Redevelopment District of the City (the “District”) which District is coterminous with the boundaries of the City; and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the “River West Development Area” (the “Area”) as an economic development area under the Act and approved an economic development plan for the Area; and

WHEREAS, the City has determined to pay a portion (such portion being to referred herein as the “City Payment”) of the amount that St. Joseph County is obligated to pay as a “cash participant” as such term is defined by I.C. 36-7.5-4.5-16 in the Northern Commuter Transportation District’s Main Line Double Tracking Project (the “Double Tracking Project”); and

WHEREAS, the Double Tracking Project will foster economic development and redevelopment and improved employment opportunities throughout the District, including the Area; and

WHEREAS, the City, the Lessor, and the Lessee seek to provide a means to finance the City Payment that the City desires to make for the Double Tracking Project; and

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating local public improvements; and

WHEREAS, the cost of acquiring an interest in the property described on Exhibit A hereto by the Authority (the “Leased Premises”) will permit the Commission to make the City Payment for the Double Tracking Project; and

WHEREAS, the costs of the acquisition of the Leased Premises will be paid from proceeds of bonds to be issued by the Lessor in one (1) or more series; and

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority relating to the Bonds to be issued by the Lessor to finance the acquisition of the Leased Premises and provide for the cash payment for the Double Tracking Project; and

WHEREAS, the Lessor has acquired or will acquire an interest in the Leased Premises described on Exhibit A hereto and such interest shall be for a term no less than the term of this Lease; and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to I.C. § 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Double Tracking Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City (the “Common Council”) has, by resolution, approved this Lease in accordance with the provisions of Section 25.2 of the Act, and the Resolution has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, that the service provided by the Double Tracking Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by Resolution, and the Resolution has been entered in the official records of the Lessor.

THIS AGREEMENT WITNESSETH THAT:

1. **Premises, Term and Warranty.** The Lessor does hereby lease, demise and let to Lessee all of the Lessor’s right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessor acquires an interest in any of the Leased Premises and ending on the day prior to a date not later than eleven (11) years after such date of acquisition by the Lessor. Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase all of the Leased Premises pursuant to Section 11 hereof and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, including, but not limited to the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is

available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. **Lease Rental.** (a) **Fixed Rental Payments.** The Lessee agrees to pay rental for the Leased Premises at an annual rate per year during the term of the Lease not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Leased Premises, together with that portion of the Project which is complete and ready for use by the Lessee at the time such semi-annual installment is made. Such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year, with the first rental installment due no earlier than July 15, 2020. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on August 1, rounded up to the next One Thousand Dollars (\$1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Leased Premises at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) **Additional Rental Payments.** (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises (“Additional Rentals”) the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (“Code”), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may, by Resolution, pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership

interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) **Source of Payment of Rentals.** The annual rentals set forth in Section 2(a) hereof and the Additional Rentals shall be payable solely from the River West Development Area Principal and Interest Account of the Redevelopment District Bond Fund (the “Bond Fund”). The Lessee may pay the annual rentals and the Additional Rentals, or any other amounts due hereunder, from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any annual rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the revenues deposited into the Bond Fund.

3. **Payment of Rentals.** All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as Trustee (“Trustee”) under the Trust Indenture between it and the Lessor (“Indenture”), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. **Abatement of Rent; Substitution.** If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

5. **Maintenance, Alterations and Repairs.** The Lessee may enter into agreements with one (1) or more other parties for the operation, maintenance, repair and alterations of all or

any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. **Insurance.** During the full term of this Lease, the Lessee shall, at its own expense, keep in effect public liability insurance in amounts customarily carried for similar properties. Such insurance may be provided under the public liability self-insurance program of the City. Additionally, notwithstanding anything in this Lease to the contrary, Lessee does not waive any governmental immunity or liability limitations available to it under Indiana law.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. **Eminent Domain.** If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one (1) or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing

as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. **General Covenant.** The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. **Tax Covenants.** In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All Officers, Members, Employees and Agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor’s and the Lessee’s commitments made herein. In particular, all or any Members or Officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. **Option to Renew.** The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. **Option to Purchase.** The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of any such indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises, or any portion thereof, including, but not limited to all indebtedness incurred on account of the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises, or any portion thereof as set forth above, by the Lessee or conveyance of the Leased Premises, or any portion thereof as set forth above, to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or any portion thereof as set forth above, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. **Transfer to Lessee.** If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property

of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. **Defaults.** If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. **Notices.** Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: South Bend Redevelopment Authority, Attention: President, c/o Department of Community Investment, 227 West Jefferson Blvd., Suite 14005, South Bend, Indiana; (b) to Lessee: South Bend Redevelopment Commission, Attention: President, c/o Department of Community Investment, 227 West Jefferson Blvd., Suite 14005, South Bend, Indiana.

The Lessor, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. **Successors or Assigns.** All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. **Construction of Covenants.** The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

**SOUTH BEND REDEVELOPMENT
AUTHORITY**

President

ATTEST:

Secretary-Treasurer

LESSEE:

**CITY OF SOUTH BEND, INDIANA,
REDEVELOPMENT COMMISSION**

President

ATTEST:

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the South Bend Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2019.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola, Barnes & Thornburg LLP,
100 North Michigan, Suite 700, South Bend, Indiana 46601.

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All of the City's interest in all or a portion of the Leased Premises which consists of Cleveland Road in the City from its intersection with Portage Avenue to its intersection with Ameritech Drive and which comprise the Leased Premises to be acquired by the Lessor, as more particularly described below:

[The Leased Premises will be that portion of Cleveland Road in the City from its intersection with Portage Avenue to its intersection with Ameritech Drive and a legal description will be inserted here prior to recording.]

EXHIBIT B

**ADDENDUM TO LEASE BETWEEN SOUTH BEND REDEVELOPMENT
AUTHORITY, LESSOR AND SOUTH BEND REDEVELOPMENT COMMISSION,
LESSEE**

THIS ADDENDUM (this “Addendum”), entered into as of this ____ day of _____, 2019, by and between South Bend Redevelopment Authority (the “Lessor”), and South Bend Redevelopment Commission (the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of October 1, 2019 (the “Lease”); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE

**SOUTH BEND REDEVELOPMENT
AUTHORITY**

**SOUTH BEND REDEVELOPMENT
COMMISSION**

President

President

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola Barnes & Thornburg LLP,
100 North Michigan, Suite 700, South Bend, Indiana 46601.

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the South Bend Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the South Bend Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

Appendix I to Addendum to Lease

Adjusted Rental Schedule

Payment <u>Date</u>	Total <u>Rental Payment</u>
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**NOTICE OF PUBLIC HEARING CONCERNING A
PROPOSED LEASE BETWEEN THE SOUTH BEND REDEVELOPMENT
AUTHORITY AND THE SOUTH BEND REDEVELOPMENT COMMISSION**

The South Bend Redevelopment Commission (the “Commission”), the governing body of the City of South Bend, Indiana, Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana (the “District”), on September 26, 2019, adopted a Resolution approving a proposed Lease Agreement, dated as of October 1, 2019 (the “Lease”), between the South Bend Redevelopment Authority (the “Authority”), as Lessor, and the Commission, as Lessee, of all or a portion of Cleveland Road in the City from its intersection with Portage Avenue to its intersection with Ameritech Drive for the purpose of providing a means to finance the amount which the City of South Bend has agreed to pay which represents a portion of the amount that St. Joseph County is obligated to pay as a cash participant pursuant to Indiana Code 36-7.5-4.5-16 in the Northern Indiana Commuter Transportation District (“NICTD”) Main Line Double-Tracking Project which consists of the design, engineering, acquisition, renovation, construction, demolition, installation and/or improvement of certain rail lines owned and/or operated by NICTD and other projects relating to the foregoing projects (the “Project”).

Pursuant to applicable law, the Commission will hold a public hearing on the proposed Lease, as well as the Project, on October 10, 2019, at 4:00 p.m. (local time), in Room 1308, at the County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana. All interested parties will be provided the opportunity to be heard at the hearing. After the public hearing, which may be adjourned from time to time, the Commission may adopt a Resolution authorizing the execution of the proposed Lease if it finds that the service to be provided throughout the term of the proposed Lease will serve the public purpose of the City of South Bend, Indiana, and is in the best interests of its residents and that the lease rental provided for is fair and reasonable. The Commission may modify the proposed Lease after the hearing but may not increase the rent as set out in this notice.

The proposed Lease will have a term of no longer than eleven (11) years beginning on the date the Authority acquires any interest in the leased premises and ending on the day prior to a date not later than eleven (11) years after such date of acquisition by the Authority. The maximum annual lease rental to be paid by the Commission under the proposed Lease is \$2,600,000. The Commission’s lease payments under such Lease will be payable from a special tax levied and collected by the Commission on all taxable property within the geographical boundaries of the District pursuant to applicable law, as amended, provided that the Commission expects not to use the special tax and pay the lease payments under the Lease from available tax increment revenues from the allocation area previously established for the River West Economic Development Area which will be benefitted by the Project. The proposed Lease further provides for terms concerning the use, maintenance, repair, operating and utility costs, indemnification and insurance, destruction of the premises, defaults, remedies, option to purchase, reduction of the lease rental and term following the sale of bonds by the Authority for the Project, and miscellaneous other matters.

Dated this 27th day of September, 2019.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

[PUBLISH ONE TIME ON **SEPTEMBER 27, 2019**, IN THE *SOUTH BEND TRIBUNE*]

As of September 5, 2019

**SOUTH BEND REDEVELOPMENT AUTHORITY
LEASE RENTAL REVENUE BONDS OF 2019
(Double Tracking Project)**

Planning Calendar

<u>Date</u>	<u>Description</u>
Friday, September 20, 2019	Submit proposed form of resolution and form of lease relating to the September 26 th meeting of the Redevelopment Commission.
Monday, September 23, 2019	Submit notice of public hearing on the lease to the <u>South Bend Tribune</u> for publication on September 27 th .
Thursday, September 26, 2019	Redevelopment Commission meets and adopts resolution preliminarily approving form of lease and authorizing publication of notice of public hearing regarding lease.
Friday, September 27, 2019	Redevelopment Commission publishes notice of public hearing on lease in the <u>South Bend Tribune</u> .
Friday, October 4, 2019	Submit form of resolution for the meeting of the Redevelopment Authority.
Friday, October 4, 2019	Submit form of resolution for the meeting of the Commission.
Thursday, October 10, 2019	Special meeting of the Redevelopment Authority to adopt a resolution approving form of lease and determining to issue bonds, subject to Council approval and adopt a resolution authorizing the transfer of property.
Thursday October 10, 2019	Redevelopment Commission meets to hold public hearing on lease and adopt resolution finding that lease rentals are fair and reasonable and authorizing execution of the lease, subject to Council approval, and authorizing the transfer of property (if necessary).
Monday, October 21, 2019	Submit form of approving resolution to Corporation Counsel office relating to October 28 th Common Council meeting.
Wednesday, October 23, 2019	File form of approving resolution with the City Clerk for October 28 th Common Council meeting.

<u>Date</u>	<u>Description</u>
Monday, October 28, 2019	Common Council considers for adoption resolution approving of the Commission entering into the proposed lease and the transfer of an interest in property to be leased to the Redevelopment Authority (if necessary).
Tuesday, October 29, 2019	Redevelopment Authority and Redevelopment Commission execute lease (no meetings required).
Tuesday, October 29, 2019	Submit notice of execution of lease to the <u>South Bend Tribune</u> for publication on November 1, 2019, and notice of decision to enter into lease for publication on November 1 and November 8, 2019.
Friday, November 1, 2019	Publish notice of execution of lease and notice of decision to enter into lease and post notice of decision in three public places in the City.
Friday, November 8, 2019	Submit proposed forms of resolutions for the November 14 th meetings of the Redevelopment Commission and the Redevelopment Authority.
Friday, November 8, 2019	Second publication of notice of decision to enter into a lease.
Thursday, November 14 2019	Meeting of the Redevelopment Commission to adopt resolution regarding back-up for lease payment.
Thursday, November 14, 2019	Special meeting of the Redevelopment Authority to adopt resolution authorizing issuance of bonds and execution of documents related to the issuance of the bonds. Redevelopment Authority also adopts resolution authorizing acquisition of an interest in the leased property from the City/Commission.
Monday, December 2, 2019	30-day period ends.
Wednesday, December 4, 2019	Bond sale.
Tuesday, December 17, 2019	Pre-closing.
Wednesday, December 18, 2019	Bond Closing.

RESOLUTION NO. 3502

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION APPROVING A PROPOSED LEASE WITH THE SOUTH
BEND REDEVELOPMENT AUTHORITY IN CONJUNCTION WITH
THE DOUBLE TRACKING PROJECT, AUTHORIZING PUBLICATION
OF NOTICE OF PUBLIC HEARING IN CONNECTION THEREWITH,
AND ALL MATTERS RELATED THERETO**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the South Bend Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the Commission, pursuant to declaratory resolutions previously adopted by the Commission and amended from time to time, the Commission has declared (i) a certain area of the City of South Bend (the “City”) known as the “River West Development Area” (the “Area”) as a redevelopment area and an allocation area under the Act and approved an economic development plan for the Area; and

WHEREAS, the City has determined to pay a portion (such portion being referred to herein as the “City Payment”) of the amount that St. Joseph County is obligated to pay as a cash participant under Indiana Code 36-7.5-4.5-16 in the Northern Indiana Commuter Transportation District (“NICTD”) Main Line Double-Tracking Project which consists of the design, engineering, acquisition, renovation, construction, demolition, installation and/or improvement of certain rail lines owned and/or operated by NICTD and other projects relating to the foregoing projects (collectively, the “Double Tracking Project”); and

WHEREAS, the Commission has given consideration to (i) financing the cost of funding the City Payment which will be used by or on behalf of NICTD to pay for a portion of the cost of the Double Tracking Project; (ii) fund a debt service reserve fund, if necessary in connection with the issuance of the Bonds (defined herein); and (iii) pay costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Project is located in part within the geographical boundaries of the District and will benefit the residents of the City by providing future opportunities for new redevelopment and economic development and job creation in the Area and in the City generally; and

WHEREAS, the Commission, being duly advised, now finds that it is in the best interests of the City and its citizens for the purpose of financing the City Payment to be used for the Double Tracking Project and other costs set forth above, to enter into negotiations with the South Bend Redevelopment Authority (the “Authority”) to enter into a lease (the “Lease”) with the Authority, as Lessee, for all or a portion of Cleveland Road in the City from its intersection with Portage Avenue to its intersection with Ameritech Drive in order to provide for increased redevelopment and economic development and job creation opportunities for the residents of the City; and

WHEREAS, the form of the proposed Lease has been presented to the Commission at this public meeting; and

WHEREAS, after the duly conducted public hearing, the Commission may adopt a Resolution pursuant to Section 25.2 of the Act authorizing the execution of the proposed Lease on behalf of the City if it finds that the service to be provided throughout the term of the proposed Lease will serve the public purpose of the City, is in the best interests of its residents, and that the Lease rentals provided for are fair and reasonable; and

WHEREAS, the Commission expects that the Authority will consider adoption of a resolution authorizing the issuance its lease rental revenue bonds (the "Bonds") in one (1) or more series for the purpose of financing the cost of the City Payment and the other costs set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND, INDIANA, REDEVELOPMENT COMMISSION, AS FOLLOWS:

SECTION 1. The Commission hereby preliminary approves the proposed Lease between the Authority and the Commission in the form presented at this public meeting. The Commission hereby sets the public hearing on the Lease for Thursday, October 10, 2019, at 4:00 p.m., Room 1308 of the County-City Building, located at 227 West Jefferson Boulevard, South Bend Indiana, or at such other time and/or place as any Officer of the Commission shall determine. The Commission hereby authorizes the publication of a notice of the public hearing on the Lease pursuant to applicable Indiana law and in the form authorized by any Officer of the Commission.

SECTION 2. This Resolution shall take effect, and be in full force and effect, upon passage and approval by the Commission, in conformance with applicable law.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on September 26, 2019, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

RESOLUTION NO. 3491

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
SETTING A PUBLIC HEARING ON THE APPROPRIATION OF TAX INCREMENT
FINANCING REVENUES FROM VARIOUS ALLOCATION AREAS FOR THE
PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES RELATED TO THEIR
RESPECTIVE ALLOCATION AREAS FOR CALENDAR YEAR 2020 AND OTHER
RELATED MATTERS**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the Department of Redevelopment of the City of South Bend, Indiana (the “City”) and the City of South Bend, Indiana, Redevelopment District (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, in accordance with the Act, the Commission, from time to time, has declared, confirmed, and established allocation areas for certain redevelopment and economic development areas within the District for the purposes of tax increment financing; and

WHEREAS, the Commission has further created allocation area funds for the purpose of receiving tax increment revenues received from the allocation areas; and

WHEREAS, the Commission will be presented with and will consider Resolutions No. 3492 through 3500, inclusively, for the appropriation of funds from the various allocation areas of the District (the “Resolutions”); and

WHEREAS, the Commission desires to hold a public hearing to discuss the Resolutions, which enable the Commission to pay certain expenses related to local public improvements anticipated for the calendar year 2020, as set forth more particularly in the Resolutions; and

WHEREAS, such appropriations are subject to the provisions of Indiana Code 6-1.1-18-5; and

WHEREAS, the proposed appropriations are not for the operating expenses of the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The Commission desires to set a public hearing to discuss the Resolutions for the appropriation of the funds in the not-to-exceed amounts for the various allocation areas as set forth below:

Allocation Area and Fund	Resolution No.	Fund No.	Not-to-Exceed
River West Development Area	3492	324	18,000,000
West Washington Development Area	3493	422	400,000
River East Development Area	3494	429	2,800,000
River East Residential Development Area	3495	436	4,385,000
South Side Area #1 General	3496	430	2,000,000
Redevelopment General	3497	433	1,029,500
Airport/Urban Enterprise Zone	3498	454	50,000
Airport Bond Debt Service Reserve	3499	315	20,000
Downtown Bond Debt Service Reserve	3500	328	<u>40,000</u>
Total			28,724,500

2. The President and Secretary of the Commission are each hereby authorized and directed to take all necessary steps to obtain approval of the expenditures of such funds pursuant to applicable laws, including the publication in accordance with Indiana Code 5-3-1 of notice of a hearing on the appropriation of such funds to be held at 4:00 p.m. on October 24, 2019, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

3. This Resolution will be in full force and effect upon its adoption by the Commission.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on September 26, 2019 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary